

THE TORONTO STOCK EXCHANGE

FILING STATEMENT NO. 1113.
FILED, MAY 14th, 1964.

TOMBILL MINES LIMITED

Full corporate name of Company
Incorporated under Part XI of the Companies Act of
Ontario by Letters Patent dated October 7, 1935.

Particulars of incorporation (e.g., Incorporated under Part IV of the Corporations Act, 1953
(Ontario) by Letters Patent dated May 1st, 1957).

Reference is made to previous
Filing Statement No. 874.

FILING STATEMENT

(To be filed with respect to any material change in a company's affairs, including among other things,
an underwriting and option agreement, an issue of shares for property and a proposed re-organization.)

1. Brief statement of the material change in the affairs of the company in respect of which this statement is filed.	Agreement dated May 1, 1964 between the Company of the First Part and Noranda Mines, Limited of the Second Part - reference is made to the Agreement which is attached hereto and forms part of this Filing Statement. A summary of the agreement is attached as Schedule "A" on page 3.	
2. Head office address and any other office address.	Head Office - Suite 710 - 60 Yonge Street, Toronto 1, Ontario.	
3. Names, addresses and chief occupations for the past five years of present or proposed officers and directors.	<div>President & Director James A. Grant, 60 Yonge St. Toronto, Stock Broker. Vice-Pres. & Director Sidney H. Robinson, 2402 - 44 King St. West, Toronto, Queen's Counsel. Sec.-Treas. & Director H.L. Good, 60 Yonge Street, Toronto, Chartered Accountant. Director - D.A. MacIntosh,</div>	<div>Director William D. George, Jr. Sewickley, Pa. U.S.A. Real Estate. Director Foster W. Hewitt, 1 Grenville St. Toronto, Radio Executive. Director George M. Grant, 182 Moore Avenue, Toronto, Executive. 129 Adelaide St. West, Toronto, Insurance Executive.</div>
4. Share capitalization showing authorized and issued and outstanding capital.	Authorized capital - 5,000,000 shares - no par value Issued capital 3,300,000 shares	
5. Particulars in respect of any bonds, debentures, notes, mortgages, charges, liens or hypothecations outstanding.	Nil	
6. Details of any treasury shares or other securities now the subject of any underwriting, sale or option agreement or of any proposed underwriting, sale or option agreement.	There are no treasury shares or other securities now the subject of any underwriting, sale or option agreement or of any proposed underwriting, sale or option agreement.	

7. Names and addresses of persons having any interest, direct or indirect in underwritten or optioned shares or other securities or assignments, present or proposed, and, if any assignment is contemplated, particulars thereof.	Not applicable.										
8. Any payments in cash or securities of the company made or to be made to a promoter or finder in connection with a proposed underwriting or property acquisition.	None.										
9. Brief statement of company's future development plans, including proposed expenditure of proceeds of sale of treasury shares, if any.	See Agreement mentioned in Item 1 above.										
10. Brief statement of company's chief development work during past year.	No development work done during past year.										
11. Names and addresses of vendors of any property or other assets intended to be purchased by the company showing the consideration to be paid.	None.										
12. Names and addresses of persons who have received or will receive a greater than 5% interest in the shares or other consideration to be received by the vendor. If the vendor is a limited company, the names and addresses of persons having a greater than 5% interest in the vendor company.	Not applicable.										
13. Number of shares held in escrow or in pool and a brief statement of the terms of escrow or the pooling agreement.	None.										
14. Names and addresses of owners of more than a 5% interest in escrowed shares and their shareholdings (If shares are registered in the names of nominees or in street names, give names of beneficial owners, if possible.)	Not applicable.										
15. Names, addresses and shareholdings of five largest registered shareholders and if shareholdings are pooled or escrowed, so stating. If shares are registered in names of nominees or in street names, give names of beneficial owners, if possible, and if names are not those of beneficial owners, so state.	<p>The Company's transfer agent advises that as of May 7, 1964 the five largest registered shareholders were as follows:</p> <table> <tbody> <tr> <td>Playfair & Co. Limited 60 Yonge Street, Toronto, Ontario.</td> <td>824,523</td> </tr> <tr> <td>James Richardson & Sons 173 Portage Avenue East Winnipeg, Manitoba.</td> <td>336,560</td> </tr> <tr> <td>Lake & Company, c/o Bank of Montreal, King & Bay Streets, Toronto, Ontario.</td> <td>203,000</td> </tr> <tr> <td>James A. Grant, 86 Rosedale Heights Drive, Toronto, Ontario.</td> <td>100,000</td> </tr> <tr> <td>Halle, Stieglitz & Co., 52 Wall Street, New York City, U.S.A.</td> <td>89,900</td> </tr> </tbody> </table> <p>With the exception of James A. Grant who is the beneficial owner of shares shown against his name, the Company is not aware of beneficial owners of other shares shown above.</p>	Playfair & Co. Limited 60 Yonge Street, Toronto, Ontario.	824,523	James Richardson & Sons 173 Portage Avenue East Winnipeg, Manitoba.	336,560	Lake & Company, c/o Bank of Montreal, King & Bay Streets, Toronto, Ontario.	203,000	James A. Grant, 86 Rosedale Heights Drive, Toronto, Ontario.	100,000	Halle, Stieglitz & Co., 52 Wall Street, New York City, U.S.A.	89,900
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Halle, Stieglitz & Co., 52 Wall Street, New York City, U.S.A.	89,900										

SCHEDULE "A"

Under Agreement dated May 1st, 1964 :-

Noranda agrees that it will with all reasonable dispatch cause to be drilled and whipstocked a minimum of two test holes on the Tombill Potash Properties, conduct metallurgical tests of the ore obtained from the cores of such drilling and whipstocking and make a thorough investigation of markets for potash; Noranda to expend on or in connection with such work a minimum of \$100,000.00.

Tombill grants to Noranda an option for 18 months to purchase the Potash Properties.

If the option is exercised the Potash Properties will be transferred to a New Company with an authorized capital of 1,650,000 shares, the consideration to be paid by the New Company for the transfer of the Potash Properties and for the benefit of all expenditures made thereon shall be -

- (i) issue to Tombill 330,000 shares of the New Company;
- (ii) payment to Tombill of the sum of \$125,000.00;
- (iii) payment to Tombill of the cost to Tombill of mineral rights in freehold lands which may be acquired by Tombill during the currency of this agreement, and the amount prepaid on account of permit renewals and the amount prepaid on account of rentals at the date of the transfer of the Potash Properties to the New Company.

If the option is exercised Noranda will cause the New Company to develop and equip the Potash Properties and bring the same into production with a plant and mill having a capacity for processing 1,600,000 tons of ore annually and will cause the New Company to bring the Potash Properties into production as soon as practically possible - the financing to bring the Potash Properties into production to be provided through the sale of the unissued shares of the New Company and/or debt financing as Noranda shall determine.

FINANCIAL STATEMENTS

TOMBILL MINES LIMITED

(Incorporated under the laws of the Province of Ontario)

BALANCE SHEET AS AT 30TH APRIL 1964

ASSETS

Current Assets:

Cash	\$	76,469.84	
Accounts receivable		987.79	
Investment in marketable securities - at book value (quoted market value \$37,400)		<u>44,571.36</u>	
			122,028.99

Other Investments and Advances:

Government of Canada bonds deposited with the Province of Saskatchewan	\$	1,847.43	
Advances to and vendor's share interest in affiliated mining company		28,138.82	
Sundry investments and advances		<u>588.38</u>	30,574.63

Province of Ontario Mining properties - at cost 1,191,261.90

Western Canada Potash Properties - at cost,
acquired for the issue of 520,000 shares 246,300.25
AND \$3,136.00 IN CASH

Furniture and Equipment - at cost 3,370.00

Deferred Exploration, Development and

Other Expenditures (Net):			
Balance at 31st December 1963	1,088,846.54		
Add - Net expenditure for the four months ended 30th April 1964	<u>39,369.96</u>		1,128,216.50

\$ 2,721,752.27

LIABILITIES

Current Liabilities:

Accounts payable and accrued	\$	113.63
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Capital Stock

Authorized -
5,000,000 shares of no par value

Issued -	Number of Shares		
Prior years	3,270,000	\$2,453,500.00	
Current year for cash	<u>30,000</u>	<u>15,500.00</u>	2,469,000.00
	<u>3,300,000</u>		

Earned Surplus 252,638.64

\$ 2,721,752.27

Approved on behalf of the Board

[Signature] Director
[Signature] Director

TOMBILL MINES LIMITED
STATEMENT OF DEFERRED EXPLORATION, DEVELOPMENT
AND OTHER EXPENDITURES
FOR THE FOUR MONTHS ENDED 30TH APRIL 1964

Potash Project:		
Administrative expenses, including management travelling	\$ 500.82	
Engineer's salary	3,333.34	
Engineering expenses, including western office and engineer's travelling	1,178.91	
Option renewals and rental fees on mineral rights	<u>27,697.60</u>	\$32,710.67
Ontario Property Expense:		
Miscellaneous		46.20
Administrative and General:		
Directors' fees and expenses	890.97	
Insurance	106.00	
Licenses and government fees	115.00	
Office and general expenses, including supplement to Potash Brochure	449.59	
Rent	1,178.92	
Salaries - executives	4,800.00	
- office	743.57	
Telephone and telegraph	<u>383.06</u>	8,667.11
		41,423.98
Deduct:		
Administrative fees earned	900.00	
Interest received	<u>1,154.02</u>	2,054.02
Net Expenditure		<u>\$39,369.96</u>

Approved on behalf of the Board

[Signature] Director
[Signature] Director

TOMBILL MINES LIMITED
STATEMENT OF SOURCE AND APPLICATION OF FUNDS
FOR THE FOUR MONTHS ENDED 30TH APRIL 1964

Source of Funds:		
Amount received from the issue of 30,000 shares of capital stock	\$ 15,500.00	
Reduction in sundry advances for travelling etc.	<u>83.61</u>	\$ 15,583.61
Application of Funds:		
Net deferred exploration, development and other expenditures	39,369.96	
Acquisition of mineral rights	<u>3,136.00</u>	42,505.96
Net Decrease in Working Capital		<u>\$ 26,922.35</u>
Working Capital, 31st December 1963 -		
Current Assets	\$153,842.74	
Current Liabilities	<u>5,005.03</u>	\$148,837.71
Working Capital, 30th April 1964 -		
Current Assets	\$122,028.99	
Current Liabilities	<u>113.63</u>	\$121,915.36
Net Decrease in Working Capital		<u>\$ 26,922.35</u>

THIS AGREEMENT made this 1st day of May, 1964,
BETWEEN:

TOMBILL MINES, LIMITED, a Company incorporated under the laws of the Province of Ontario and having its Head Office at the City of Toronto (hereinafter called "Tombill")

OF THE FIRST PART;

— and —

NORANDA MINES, LIMITED, a Company incorporated under the laws of the Province of Ontario and having its Head Office at the said City of Toronto (hereinafter called "Noranda")

OF THE SECOND PART.

WHEREAS Tombill owns the Potash Properties and rights hereinafter referred to and has agreed to grant to Noranda the exclusive right and option to purchase same for the consideration and upon and subject to the terms and conditions hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto have agreed and do hereby agree as follows:

1. Tombill represents and warrants to Noranda —

- (a) that it is a Company duly organized and existing and in good standing under the laws of the Province of Ontario and has corporate power to own its respective properties and hold its rights and to carry on its business in Ontario, Saskatchewan and Manitoba as now being conducted;
- (b) that it is the beneficial owner, free of encumbrance, of a Crown Potash Permit from the Province of Saskatchewan, Potash Leases from the Province of Manitoba; a Potash Lease from the University of Manitoba; a Potash Lease from the Governor and Company of Adventurers of England Trading Into Hudson's Bay; Potash Permits from the Canadian National Railway and the Rural Municipality of Ellice; mines and minerals, except petroleum, natural gas, coal, sand and gravel in and under certain freehold lands in the Province of Manitoba; and options to acquire mines and minerals, except petroleum, natural gas, coal, sand and gravel in and under certain freehold lands in the Province of Manitoba, all of which are more particularly described in Schedule "A" attached hereto and are indicated on the map attached hereto as Schedule "B", and which are hereinafter sometimes collectively referred to as the "Potash Properties", all of which are assignable subject to approval as therein provided;
- (c) that it has the right to enter into this Agreement;
- (d) that it is not in arrears in the remittance of any mining taxes, rent or any other payment in respect of the Potash Properties;
- (e) that there are no actions, suits or proceedings pending or threatened against it;
- (f) that it is not a party to any contracts of significance to the Potash Properties except agreements referred to in Schedule "A".

2. Noranda undertakes and agrees with Tombill that it will with all reasonable dispatch —

- (i) drill and whipstock or cause to be drilled and whipstocked a minimum of two test holes on the lands referred to in Schedule "A", the location of such drilling to be determined by Noranda after consultation with Robert V. Tomkins, Project Manager of Tombill;
- (ii) conduct or cause to be conducted metallurgical tests of the potash ore intersections obtained from the cores of said drilling and whipstocking;
- (iii) make a thorough investigation of the markets for potash;

and Noranda agrees to expend on or in connection with such drilling, metallurgical tests and investigation of markets, a minimum of \$100,000.00.

Money expended on or in connection with the drilling, metallurgical tests and investigation of markets shall include reasonable office, travelling and engineering expenses and all other expenses properly incurred by Noranda in carrying out its undertakings under this Clause 2.

3. In consideration of Noranda agreeing to drill, to conduct metallurgical tests and to investigate markets as provided in the immediately preceding Clause 2 hereof, Tombill hereby gives and grants unto Noranda the sole and exclusive right to purchase from Tombill the Potash Properties for the consideration and upon the terms and conditions hereinafter set forth.

4. The said option to purchase may be exercised by Noranda at any time within eighteen months from the date of approval of this Agreement by the Shareholders of Tombill by giving notice in writing to Tombill of its intention to exercise such option.

5. If the said option is exercised the Potash Properties described in Schedule "A" shall be transferred free of encumbrance to a new company (hereinafter called the "New Company") incorporated for the purpose of acquiring same, such New Company to be incorporated and organized under the direction of Noranda after the giving of notice of intention to exercise the option, under such jurisdiction as Noranda may select, with an authorized capital of \$1,650,000 divided into 1,650,000 shares of the par value of \$1.00 per share or 1,650,000 shares without nominal or par value. The name, powers, number of directors and all other details in connection with the formation and organization of the New Company not otherwise specified herein shall be in the discretion of Noranda whose determination thereof shall be final and binding upon the parties hereto.

6. If the option is exercised in the manner aforesaid then in consideration of the transfer to the New Company of the Potash Properties free of encumbrances and the benefit of all expenditures made on or in connection with the Potash Properties including but without limiting the generality of the foregoing, expenditures for exploration and development and for metallurgical, engineering and marketing reports and investigations, the New Company shall —

- (i) allot and issue to Tombill 330,000 shares of the New Company as fully paid and non-assessable shares;
- (ii) pay to Tombill the sum of \$125,000.00, and
- (iii) pay to Tombill the cost to Tombill of mineral rights in freehold lands acquired by Tombill during the currency of this agreement and the amount prepaid on account of permit renewals and the amount prepaid on account of rentals at the date of the transfer of the Potash Properties to the New Company.

7. If the option to purchase be exercised Noranda covenants and agrees with Tombill to cause the New Company to develop and equip the Potash Properties and bring the same into production with a plant and mill having a capacity for processing 1,600,000 tons of ore annually for the production of muriate of potash and to cause the New Company to so bring the Potash Properties into production as soon as practically possible.

8. The financing to be provided to bring the Potash Properties into production as set out in Clause 7 shall be provided through the sale of 1,320,000 shares of the New Company at such price or prices and on such terms as Noranda shall determine, and bank loans and/or by the issuance by the New Company of mortgage bonds, debentures, income debentures or other securities, at such interest, on such terms and at such prices as may be consistent with the then current public financing, as Noranda shall determine, but such financing shall not dilute Tombill's twenty per cent equity in the shares of the New Company.

9. Noranda agrees with Tombill that it will reimburse Tombill pro rata the cost of renewals of the Potash Permits and rentals under the Leases, described in Schedule "A", for the period during which this agreement is in force and effect.

10. Tombill hereby grants to Noranda during the currency of this agreement all rights which Tombill has to enter upon and to have possession of the Potash Properties and to carry on the said drilling of test holes and any other exploration work thereon in such manner and to such extent as Noranda shall deem expedient provided that all such work shall be done in a proper and workmanlike manner according to the best mining practices and subject to proper authorizations being obtained.

11. Noranda agrees that it will pay or cause to be paid all workmen or wage earners employed by it on the said Potash Properties and for all material purchased by it in connection with its work on the said Potash Properties which might give a lien thereon, and should any such lien be recorded against the said Potash Properties in consequence of any work done thereon by Noranda it will, on this fact becoming known to it, forthwith take active proceedings to have such lien removed and will have the same removed with all reasonable dispatch, but nevertheless Noranda may contest any claim of lien which it desires to dispute.

12. In case Noranda shall not exercise the option hereby granted to it to purchase the said Potash Properties it will on request deliver to Tombill copies of all the reports and data on the drilling, the metallurgical tests and the market studies conducted by or for Noranda hereunder.

13. Tombill covenants and agrees with Noranda that it will, if the said option be exercised, assign, transfer and convey or cause to be assigned, transferred and conveyed all the said Potash Properties free of all encumbrances to the New Company and will from time to time execute and deliver such further instruments and assurances as may be reasonably required by Noranda for the purpose of fully vesting the said Potash Properties in the New Company.

14. Except only for the undertaking of Noranda set forth in Clause 2 hereof to drill or cause to be drilled and whipstocked two test holes, to conduct metallurgical tests and market studies at a minimum cost of \$100,000.00 it is understood and agreed that this is an option agreement only and nothing herein contained nor any expenditure by Noranda on or in connection with the Potash Properties nor the doing of any act or work hereunder shall obligate Noranda to exercise the said option or do anything else hereunder.

15. It is understood and agreed that if the option be exercised and provided Tombill continues to own at least 15% of the authorized common shares of the New Company, that for a period of five years from the date of incorporation of the New Company two nominees of Tombill shall be elected as Directors of the New Company

and Noranda covenants and agrees with Tombill that so long as Tombill continues to own at least 15% of the authorized common shares of the New Company to vote during said period of five years all shares of the New Company owned or controlled by it for the election of two nominees of Tombill as Directors of the New Company.

16. Each of the parties hereto covenants and agrees with the other to do all things and execute and deliver all documents necessary or desirable for the carrying out of the intent and purpose of this Agreement.

17. During the currency of this Agreement a representative of Tombill shall be entitled to enter upon the said Potash Properties at all reasonable times for the purpose of inspecting the work being done thereon by Noranda and to examine and inspect all assay plans, assay reports, maps, diamond drill records and cores prepared or obtained by Noranda relative to the said Potash Properties. Information so acquired by Tombill shall be considered confidential and for its own use only.

18. Tombill agrees to deliver to Noranda copies of all records concerning drilling and exploration work done by it on the Potash Properties.

19. If the said option is exercised and Tombill receives any bona fide offer to purchase 25,000 shares or more of the New Company which it desires to accept, Tombill shall first offer such shares to Noranda on the same terms as those received from the third party and Noranda shall have thirty days from the date of delivery to it of notice in writing of the terms of sale to purchase such shares, and if Noranda shall refuse such offer or shall not accept such offer within the said thirty day period, then Tombill shall be at liberty for a further period of thirty days thereafter to sell such shares to a third party at a price not less than the price specified in said notice to Noranda. If no such sale is made within the period of thirty days last mentioned in the event that Tombill again desires to sell 25,000 or more shares of the New Company such shares shall again become subject to the right of first refusal to Noranda and so on from time to time. Provided that this clause shall in no way affect Tombill's right to distribute shares of the New Company amongst its shareholders, and provided further that Noranda's right of first refusal granted under this clause shall terminate on April 30th, 1971.

20. Noranda shall have the right at any time after fulfilling its undertakings under Clause 2 hereof, to withdraw from this Agreement by giving notice in writing to that effect to Tombill and if such notice is given this Agreement shall be forthwith terminated and neither party shall be under any further obligation to the other hereunder.

21. Time shall be the essence of this Agreement provided nevertheless that notwithstanding anything herein contained it is agreed that if at any time during the currency of this Agreement Noranda should be delayed in or prevented from carrying out its undertakings set forth in Clause 2 hereof by reason of strikes, wars, acts of God, the Queen's enemies or Government regulations or any other cause or thing beyond the control of Noranda, the time within which Noranda may exercise the option as provided for in Clause 4 hereof shall be extended by the total period of all such delays.

22. It is understood and agreed that this Agreement is subject to —

(a) the same being approved and confirmed by the shareholders of Tombill;

(b) the acceptance of a Filing Statement covering this transaction by the Toronto Stock Exchange.

Tombill will forthwith call and convene a General Meeting of its Shareholders for the purpose of considering and if deemed advisable approving and confirming this Agreement.

If this Agreement is not approved and confirmed or the Filing Statement is not accepted as aforesaid within 45 days from the date hereof this Agreement shall be null and void.

23. Any notice or advice to either party under this Agreement may be given or served by registered mail, postage prepaid, addressed as follows:

TO Tombill Mines, Limited,
Suite 710,
60 Yonge Street,
Toronto 1,
Ontario.

TO Noranda Mines, Limited,
Suite 1700,
44 King Street West,
Toronto 1,
Ontario.

Any notice so mailed shall be deemed to have been given when deposited in the post office. Either party may change his or its address for service at any time by notice in writing to the other.

24. This Agreement shall enure to the benefit of and be binding upon the parties hereto their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

TOMBILL MINES, LIMITED

By "J. A. GRANT"

And "G. M. GRANT"

Corporate Seal

NORANDA MINES, LIMITED

By "JOHN R. BRADFIELD"

And "C. H. WINDELER"

Corporate Seal

Note - "A copy of Schedules "A" and "B" referred to in the agreement dated May 1, 1964, listing the potash properties and rights, is on file with the Exchange."

16. Names, and addresses of persons whose shareholdings are large enough to materially affect control of the company.	James A. Grant, acting in consort with the other directors may be in a position to materially affect control of the Company if they are able to obtain sufficient proxies from the rest of the large shareholders as shown in Item 15.																								
17. If assets include investments in the shares or other securities of other companies, give an itemized statement thereof showing cost or book value and present market value.	<div>MARKETABLE SECURITIES</div> <table><thead><tr><th></th><th>Book Value</th><th>Market Value May 6, 1964</th></tr></thead><tbody><tr><td>100,000 shares Gulch Mines Limited</td><td>\$30,096.59</td><td>\$ 8,500.00</td></tr><tr><td>10,000 shares Madsen Red Lake Gold Mines Limited</td><td>\$35,150.00</td><td>22,500.00</td></tr><tr><td>60,000 Glen Echo Mines Limited</td><td>\$ 5,225.00 \$70,471.59</td><td>5,400.00</td></tr><tr><td>Less: Reserve for Investments</td><td>25,900.23</td><td></td></tr><tr><td></td><td>\$44,571.36</td><td>\$36,400.00</td></tr></tbody></table> <div>VENDOR'S SHARE INTEREST IN AFFILIATED MINING COMPANY</div> <table><tbody><tr><td>732,226 shares Craskie Mines Limited</td><td>\$21,128.78</td><td>Nil</td></tr></tbody></table> <div>SUNDRY INVESTMENTS AT COST, LESS AMOUNTS WRITTEN OFF</div> <table><tbody><tr><td>16,000 shares Maylac Gold Mines Limited (exchangeable for Gulch Mines Limited when directions are issued - on basis of 1 Gulch Share for every 30 Maylac shares)</td><td>\$159.00 \$159.00</td><td>\$ 34.66 \$ 34.66</td></tr></tbody></table>		Book Value	Market Value May 6, 1964	100,000 shares Gulch Mines Limited	\$30,096.59	\$ 8,500.00	10,000 shares Madsen Red Lake Gold Mines Limited	\$35,150.00	22,500.00	60,000 Glen Echo Mines Limited	\$ 5,225.00 \$70,471.59	5,400.00	Less: Reserve for Investments	25,900.23			\$44,571.36	\$36,400.00	732,226 shares Craskie Mines Limited	\$21,128.78	Nil	16,000 shares Maylac Gold Mines Limited (exchangeable for Gulch Mines Limited when directions are issued - on basis of 1 Gulch Share for every 30 Maylac shares)	\$159.00 \$159.00	\$ 34.66 \$ 34.66
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18. Brief statement of any lawsuits pending or in process against company or its properties.	There are no lawsuits pending or in process against the Company or its properties.																								
19. The dates of and parties to and the general nature of every material contract entered into by the company which is still in effect and is not disclosed in the foregoing.	None.																								
20. Statement of any other material facts and if none, so state. Also state whether any shares of the company are in the course of primary distribution to the public.	None. No shares of the Company are in the course of primary distribution to the public.																								

CERTIFICATE OF THE COMPANY

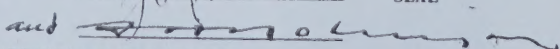
DATED May 11, 1964

The foregoing, together with the financial information and other reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 1 above and in respect of the company's affairs and there is no further material information applicable. (To be signed by two principal signing officers who are directors and the corporate seal to be affixed.)

"J.A. Grant"

TOMBILL MINES LIMITED

CORPORATE
SEAL

"S.H. Robinson" and 

CERTIFICATE OF UNDERWRITER OR OPTIONEE

To the best of my knowledge, information and belief, the foregoing, together with the financial information and the reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 1 above in respect of the company's affairs. Concerning matters which are not within my knowledge, I have relied upon the accuracy and adequacy of the information supplied to me by the company. (To be signed by underwriter or optionee registered with the Ontario Securities Commission or a corresponding body.)